

SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

NINA VARGHIS, individual,

Plaintiff,

v.

APPLE INC., a California corporation,

Defendant.

NO. 18-2-27011-1 SEA

COMPLAINT FOR PERSONAL INJURY

Plaintiff states:

1. The above-entitled court properly has jurisdiction over this cause.
2. Plaintiff Nina Varghis is a resident of King County, Washington.
3. Defendant APPLE INC. is a California corporation doing business in Washington State. It is subject to the jurisdiction of the above-entitled court.
4. On or about November 26, 2015, an Apple laptop's battery owned by Plaintiff vented causing Plaintiff personal injuries. It is a "manufacturer" and "product seller" as those terms are defined by Chapter 7.72 RCW. At all times relevant it was doing business in the State of Washington. It is subject to the jurisdiction of the above-entitled court.
5. The subject laptop battery was defectively designed, manufactured, sold or maintained in that there are reasonable safer alternative designs and because the performance of

1 the battery did not meet consumer expectation of safety in violation of RCW 7.72.030(1)(a) and  
2 RCW 7.72.030(3).

3 6. The subject laptop battery was defectively designed, manufactured, sold or  
4 maintained because there were no premanufacturer or post manufacturer warnings in violation of  
5 RCW 7.72.030(b) and RCW 7.72.030(c).

7 7. Plaintiff's injuries were the direct and proximate result of the defects described  
8 above as well as Defendant's negligence.

9 8. As a direct and proximate result of the negligence, defects and violations of  
10 Chapter 7.72 RCW described above, Plaintiff has suffered, and in the future will suffer, injury,  
11 including but not limited to, physical injury, financial loss, pain and suffering, mental anguish,  
12 emotional distress, medical costs and expenses, and other damages to be identified and proved at  
13 trial.  
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15 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 16 1. For general damages suffered to date and in the future;  
17 2. For medical costs and expenses incurred to date and in the future;  
18 3. For financial loss suffered to date and in the future;  
19 4. For additional foreseeable costs and expenses incurred to date and in the future;  
20 5. For costs and disbursements herein to be taxed; and  
21 6. For such other and further relief as the court may deem just and appropriate.  
22 9. The incident described in paragraph 4 was directly and proximately caused by the  
23 negligence of Defendant.  
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1 DATED this 25 day of October, 2018.

2  
3 LOPEZ & FANTEL, INC. P.S.

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5 L. A. Taylor-Lopez  
6 Carl A. Taylor/Lopez, WSBA No. 6215  
7 Of Attorneys for Plaintiff  
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